BangaloreWaterSupply&SewerageBoa

rd (BWSSB)

REQUESTFOR PROPOSAL

FOR

Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB.

TENDERDOCUMENT

Officeofthe ExecutiveEngineer (WWM)East
East Division, OMBR GLR,3RD Main Road, Bhuvanagiri,
OBMR Layout, Banasawadi, Bengaluru-560043
email:eewwmncv@bwssb.gov.in

PARTICULARSOFTENDER

TENDERREFERENCE:	:	BWSSB/EE (WWM)E/PB/ 446 /2026-27 Date:19.08.2026
NAMEOFTHE WORK	:	Tender for the work of Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB.
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	Dtd:27.08.2026 at16:00Hrs
DATEANDTIMEOFOPENINGOF TECHNICAL TENDERS	:	Dtd: 28.08.2026 at16:30Hrs
EARNESTMONEYDEPOSIT		Rs. 1,70,160/- (Rupees One Lakh Seventy Thousand One Hundred and Sixty only) The EMD shall be paid through e-procurement.
PLACE OF OPENING OF TECHINCAL TENDERS	:	**Office of the Executive Engineer (WWM)** East Division, OMBR GLR,3RD Main Road, Bhuvanagiri, OBMR Layout, Banasawadi, Bengaluru-560043
TIMEANDDATEOFOPENINGOF FINANCIAL TENDERS	:	WillbeintimatedtothequalifiedTenderers
PLACEOFOPENINGOFPRICE TENDER	:	**Office of the Executive Engineer (WWM)** East Division, OMBR GLR,3RD Main Road, Bhuvanagiri, OBMR Layout, Banasawadi, Bengaluru-560043
ADDRESSFORCOMMUNICATION	:	**Office of the Executive Engineer (WWM)** East Division, OMBR GLR,3RD Main Road, Bhuvanagiri, OBMR Layout, Banasawadi, Bengaluru-560043
CONTRACTDOCCUMENT REFERENCE		QualityandCostBasedSelection(QCBS)asperK/C-4

NOTE:

1. Incompletebidswillnotbeacceptedandwillnotbeconsideredforbidevaluation
2. Therighttoaccept/rejectanyorallthebidswithoutassigninganyreasonvestswith Bangalore Water Supply and Sewerage Board.

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Section 1. INVITATIONFORTENDER(IFT)

(ThroughKarnatakaPublicProcurementPortal)

IFTNo.BWSSB/EE (WWM)E/PB/ 446/2026-27
Date:19.08.2026

Theoffice of the Executive Engineer (WWM)invitestender fromeligible tenderers,for the work of**"Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB."**detailed in the Table below. Tenderers are requested to submit their TenderthroughKarnatakaPublicProcurementPortal,EMDanddetailsoftheircapabilitytounder take the tender (as detailed in ITT Clause – 4 & 6) in Karnataka Public Procurement Portal. Price tenderwill be opened only if the consultant who qualifies the minimum qualification criteria specified in ITCfor award of contract will be opened.

1. Tender documents may be downloaded through the **Karnataka Public Procurement portal**https://kppp.karnataka.gov.inin website only from **20.08.2026to 27.08.2026**Interested Tenderers may obtain further information by accessing the same website.

2. Tendersmust be accompanied by Earnest Money Deposit (EMD) specified forthe workin the Table below. EMD will have to be in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender.

3. The last date and time for receipt of tenders in the electronic tender box in website https://kppp.karnataka.gov.inis **27.08.2026**at **16:00 hrs.** The bid will be opened at the office on **28.08.2026**at**16:30 hrs**. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

4. Theotherdetailscanbeseeninthetenderdocuments.

Sl. No	**NameofWork**	**Tender ProcessingFees**	**Amountput to Tender Rs. in Lakh (Approx)**	**Bid Security Rs. in Lakh**	**Period of completion**
(1)	(2)	(3)	(4)	(5)	(6)
1.	Work of Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB.	To be specified byKarnataka Public Procurement portal	85.08	1.70	12 months

5. Bid Security shall be paid only through **Karnataka Public Procurement Portal** only. The value of the bid Security is as mentioned in the table above in column no.05.
6. Thecostofthetenderdocumentoncepaidwillnotberefunded.
7. Uploadingofsignedcopyoftechnicalproposalsubmissionform.

8. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.
9. For any additional information regarding the above tender, the firms who are interestedto quote, may contact office of the undersigned at the office address given below on all working days during office hours 10:30 hrs to 17:00hrs.

Office of the Executive Engineer (WWM)
East Division, OMBR GLR,3RD Main Road, Bhuvanagiri, OBMR Layout, Banasawadi, Bengaluru-560043

Or**visitWebsite**https://kppp.karnataka.gov.in

10. List of documents to support qualification of bidder is to be uploaded to the Karnataka Public Procurement portal website https://kppp.karnataka.gov.in
11. Otherdetailscanbereadfromthetenderdocuments.

Executive Engineer
(WWM)East
BWSSB

Section 2. InformationtoConsultants

1. INTRODUCTION

1.1. TheClientnamedinthe“DataSheet” shallselectafirmfrom amongsttheConsultantswhohave submitted acompleteTechnical ProposalandFinancialProposal in accordance withthemethod of selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several stages, the performance of the consultant under each stage must be to the client’s satisfaction before work begins on the next stage.

1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, consultants are encouraged to pay a visit to the Client specified in the Data Sheet before submitting a Proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. TheClientwillprovide the inputs specified intheData Sheet,assistthefirm in obtaining licenses and permits needed if any tocarry out theservices andmakeavailablerelevant projectdata and reports.

1.6. Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7. The Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client’s interest’s paramount, without any consideration for future work, andstrictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to otherclients,orthatmay placetheminapositionofnotbeingabletocarryouttheassignmentin the best interest of the Client.

1.7.1. Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

a. Afirmwhich has beenengaged by the Client to providegoods or works for aproject, and any of their affiliates in India, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates in India, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting

services) for the same project.

b. Consultants or any of their affiliates in India shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2. As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihoodof continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8. It is GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a. defines,forthepurposesofthisprovision,thetermssetforthbelowasfollows:

i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

ii. "fraudulent practice" means a misrepresentation of facts in order to influence aselection process or the execution of a contract to the detriment of GOK and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.

c. willdeclareafirm ineligible, eitherindefinitelyorforastated periodof time,to beawarded a GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

d. willhavetherightto requirethat,GOKtoinspectconsultant'saccountsandrecordsrelating totheperformanceofthecontractandtohavethemauditedbyauditorsappointedbyGOK.

1.9. Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10. The Consultants shall be aware of the provision on fraud and corruption stated in the standard Contract under the clauses indicated in the Data Sheet.

2. CLARIFICATIONANDAMENDMENTOFRFPDOCUMENTS

2.1. Consultants may request a clarification ofany item of theRFPdocument up to thedate and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail (e-mail) to the Client's e-mail address respectively, as indicated in the Data Sheet. The Client will respond to such requests and will upload the response (including an explanation of the query but without identifying the source of inquiry) in the Karnataka Public Procurement Portal.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on theKarnataka Public Procurement Portaland will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATIONOFPROPOSAL

3.1. Consultants are requested to submit a Proposal(para 1.2) written in the language(s) specified in the Data Sheet.

TECHNICALPROPOSAL

3.2. In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, consultants must give particular attention to the following:

a. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the numberof key professionalstaff-months estimated by the firm along with sub key and support staff, surveys and investigations required to be carried for a project.

b. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

c. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

d. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4. The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i. Technical Proposal Submission Form duly signed by the authorised representative of the Bidder (Section 3A).

ii. A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.

iii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

iv. A description of the methodology and work plan for performing the assignment (Section 3D). The Consultant should submit this document at the time of the technicalpresentation.

v. The list of the proposedstaffteam by speciality,the tasks thatwould be assigned to each staff team member, and their timing (Section 3E).

vi. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments.

vii. PowerofAttorneyofAuthorisedSignatory(Section3G)

viii. Certificate of the Financial Capacity of the Bidder (Section 3H). Certificate from Statutory Auditor / Independent Auditor showing the turnover of the bidder for the last 5 Financial Years.

ix. DetailsoftheBidder(Section3I)

x. AnyadditionalinformationrequestedintheDataSheet.

3.5. The Technical Proposal shall not include any information pertaining to the Financial Proposal. Consultants submitting any Financial Proposal information along with the Technical Proposal shall be disqualified.

FINANCIALPROPOSAL

3.6. In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles,officeequipment,furniture,andsupplies),officerent,insurance,printing ofdocuments, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7. Consultant shall express the price of their services as per theinformation provided in DataSheet.

3.8. The Consultant should quote their price offer as per Form 4A in the relevant slot provided on the Karnataka Public Procurement Portal for all the services sought by the department in the Terms ofReference, including all the applicable GST andcesses.Intheeventofany revision toGST in the future, the quoted rate shall be revised accordingly.

3.9. The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within thisperiod.IftheClientwishestoextendthevalidityperiodoftheproposals,theconsultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION,RECEIPT,ANDOPENINGOFPROPOSALS

4.1. The Technical Proposal and Financial Proposal; see para 1.2, shall be uploaded to the Karnataka Public Procurement Portal. The documents and details mentioned in Clause 3 above shall be submitted online on the website. Details and process of online submission of the tender and relevant documents are given on the website mentioned above.

4.2. Downloading of tender documents, submission of proposal all will be through the Karnataka Public Procurement Portal. Consultants must get themselves registered, acquainted and trained on the procedure of participating in tendering through the Karnataka Public Procurement Portal.

4.3. Consultants are requested to go through the RFP carefully and submit the required information without exception otherwise proposals will be rejected.

4.4. Consultant's completed proposal must be submitted on or before the date and time stated in the Data Sheet.

4.5. EARNESTMONEYDEPOSIT

4.5.1. The Consultants are requested to submit Earnest Money Deposit (EMD) as indicated in the Karnataka Public Procurement Portal along with the Technical Bid

4.5.2. TheConsultant can paytheEMD in the Karnataka Public ProcurementPortal usingany of the valid modes

4.5.3. TheConsultant's bid will beevaluated only onconfirmation of receipt of the payment of EMD. Consultants shall refer to the Karnataka Public Procurement Portal for more details on the process.

4.6. The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.

4.7. An authorized representative of the Consultant shall digitally sign the Proposal inthe Karnataka Public Procurement Portal. Therepresentative'sauthorizationisconfirmedbya written powerof attorney or copy of board resolution accompanying the Proposal.

4.8. TheConsultantshallsubmitthe bids separately i.e.,TechnicalandFinancialelectronically online in the Karnataka Public Procurement Portal.

4.9. Consultant has all the time to modify and correct or upload any relevant document in the portal before submission on the Karnataka Public Procurement Portal.

4.10. Thelastdate andtimeincludinghours,minutes andseconds for submissionwillbementioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.11. After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done in accordance with the procedures specified in this RFP. The bidders who are technically qualified will be intimated through email or via the Karnataka Public Procurement Portal and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

4.12. Proposals must be received by the Client online not later than the time specified in the proposal data sheet. The electronic system would not allow any late

submission of proposals after due date and time as per server time.

4.13. After the deadline for submission of Proposals, the Technical Proposal will be opened as per the date and time notified on the Karnataka Public Procurement Portal. The Financial Proposal ofthesuccessfulConsultants only willbe openedafter completion of technicalproposalevaluation.

4.14. REFUNDOFEMD

4.14.1. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful consultants will be refunded to the respective Bank accounts of the supplier/consultant registered in the Karnataka Public Procurement Portal.

4.14.2. The earnest money deposit of unsuccessful Consultant will be returned after the award of the proposal to the successful consultant.

4.14.3. The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Contract.

4.14.4. Theearnestmoneydepositmaybeforfeited:

a. iftheconsultantwithdrawstheproposalafterthedeadlineforsubmissionof proposals, during the period of proposal validity.

b. iftheConsultantdoesnotacceptthecorrectionoftheContractPrice; or

c. inthecaseofasuccessfulConsultant,iftheConsultantfailswithinthespecified time limit to:

   i. furnishtherequiredSecuritydeposit;or
   ii. signthedraftContractwiththeclient;or
   iii. signandreturntheduplicatecopyoftheLetterofAcceptance

d. IncaseoftheConsultantsubmittingfakedocumentssuchasAnnualfinancial turnover, work done certificate etc., relevant to the proposal.

5. PROPOSALEVALUATION

GENERAL

5.1. From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposalcomparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2. Athree-stageprocedureshallbeadoptedinevaluatingtheproposals:

i. EligibilityCriteriaforPrequalificationasstipulatedinAppendix-IofDatasheet

ii. InTechnicalEvaluation,firmssecuringtheminimumqualifyingmarksmentionedint he RFP will be eligible for financial evaluation

iii. FinancialEvaluation.

5.3. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

EVALUATIONOFTECHNICALPROPOSALS

5.4. The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the eligibility criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal shall be given a technical score *(St)*. A proposal shall be rejectedatthis stage ifit does notrespondto important aspects oftheTerms ofReference or ifit fails to achieve the minimum technical score indicated in the data sheet.

PUBLICOPENINGANDEVALUATIONOFFINANCIALPROPOSALS;RANKING

5.5. After the evaluation of quality is completed, the Client shall notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by electronic mail.

5.6. The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.The Client shall prepare minutes of the public opening.

5.7. The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.8. The lowest Financial Proposal (*Fm*) will be given a financial score (*Sf*) of 100 points. Thefinancial scores (*Sf*) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scoresusingtheweights(*T*=theweightgiventotheTechnicalProposal; *P*=theweightgiventothe Financial Proposal; *T+P = 1*) indicated in the Data Sheet: *S= St x T% + Sf x P%*. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1. Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2. Negotiations will include a discussion of the Technical Proposal, the proposed methodology, work plan, staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to gettingthe most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3. Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract. Before contract negotiations,the Client will require assurances that the experts will be actually available or that suitable replacements with equivalent or better educational qualification and work experience shall be providedbytheConsultant.TheClientwillnotconsidersubstitutionsduringcontractnegotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.4. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client reserves the right to cancel the tender and invite a fresh tender.

6.5. The Client reserves the right to request any further supporting documents from the selected Consultant prior to the signing of the Contract.

7. AWARDOFCONTRACT

7.1. The Consultants whose offer has been accepted will be notified by the Client prior to the expiration of the validity of proposal by, email or facsimile or through a letter (hereinafter called the "Letter of Acceptance"). After notifying the successful Consultant, the Client will promptly notify other Consultants that they were unsuccessful through the Karnataka Public Procurement Portal only.

7.2. The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.3. Notwithstanding Clause 7.1 the Client reserves the right to accept or reject any proposal and to cancel the tender process and reject all proposals, at any time prior to the award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants or Consultants of the grounds for the Clients action.

8. CONFIDENTIALITY

8.1. Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process until the winning Consultant has been notified that it has been awarded the contract.

9. PERFORMANCESECURITY

9.1. Within 14days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client a Security deposit in any of the forms given below for an amount asindicated in the Data Sheet

i.Abankguaranteeintheformgivenin AppendixFoftheDraftContract.

9.2. PerformanceSecurityshallbeprovidedtotheClientnotlaterthanthedatespecifiedintheLetter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.

9.3. The Performance Security shall be furnished from any NationalisedBanksapproved by Reserve Bank of India.

9.4. Failure of the Selected Consultant to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Authority reserves theright to –

1. forfeittheEarnestMoneyDepositamountoftheSelectedConsultant,and
2. takeanysuchmeasureasmaybedeemedfitinthesolediscretionoftheAuthority, including annulment of the Selection Process.

DATASHEET-INFORMATIONTOCONSULTANTS

Sl. No.	Section No.	Title	Details
1	1.1	NameofClient	BangaloreWaterSupplyandSewerageBoard
2	1.1	The Method of Selectionis	QualityandCostBasedSelection(QCBS)
3	1.2	Technical and Financial Proposals arerequested:	Yes
4	1.2	Name and Description of Assignment	Thenameoftheassignmentis **“Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB.”**
			DescriptionoftheAssignment:
			Bangalore Water Supply & Sewerage Board (BWSSB) provides water management services to the city of Bengaluru. The Department, hereafter BWSSB intends toengageanagencyforSelection of Consultancy firm for assessing feasibility of energy optimization in STPs at Bangalore Water Supply & Sewerage Board (BWSSB)”. BWSSB operates multiple municipal STPs of varying capacities, vintages, and technological configurations. Variations in equipment efficiency, operating practices, and maintenance regimes often result in suboptimal energy performance and higher energy consumption per cubic meter of wastewater treated. In the context of escalating power tariffs and the need for financially sustainable utility operations, improving energy efficiency has become a strategic priority. Against this backdrop, BWSSB seeks to undertake a structured energy assessment and operational optimization exercise across 15 municipal STPs to enhance energy efficiency, reduce operating costs, and support long-term sustainability objectives. The agency shall assess the feasibility of possible interventions and adjustments to improve the energy efficiency of the municipal sewage treatment plants (STPs) under BWSSB.The assignment aims to arrive at measurable

			parameters and clear/ practical roadmap for reduction in energy consumption per cubic meter of wastewater treated, while ensuring consistent compliance with treatment performance and discharge standards.
5	1.3	The Assignment is phased	No
6	1.4	ContactPerson	**Office of the Executive Engineer (WWM)** East Division, OMBR GLR,3RD Main Road, Bhuvanagiri, OBMR Layout, Banasawadi, Bengaluru-560043
7	1.5	TheClientwillprovide thefollowinginputs:	AsperTermsofReference
8	1.7.2	Theclientenvisages thees need for continuity indownstreamwork	Yes
9	1.8	Clausesonfraudand corruption	Theclausesonfraudandcorruptioninthecontractare Sub-Clause2.7.1dofG.C.C.
10	2.1	Clarification of any itemoftheRFP	Clarifications may be requested up to the date and time notified in the Karnataka Public Procurement Portalonly. Requests for clarifications must carry the subject line *"Queries regarding RFP for Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB."*
11	3.1	Languageof theProposal	English
12	3.3a	Biddermayassociate with other participatingBidders	No. Consortium and Joint Venture are not permitted for this assignment.
13	3.3b	The estimated number of Key Professional Staff Monthsrequiredfor theassignment	Based on the Terms of Reference, the Bidder shallform a multi-disciplinary team for undertaking this assignment
14	3.3c	The minimum qualification and experience required for the proposed key	AspertheTermsofReference

		andsubkey professionalstaff	
15	**3.3d**	Languageofreports	English
16	**3.4**	AdditionalInformation in the Technical Proposalincludes	NotApplicable
17	**3.7**	PriceofServices	. The Bidder shall express the price of their services in Indian Rupees inclusive of all applicable Taxes. The total cost of services, inclusive of all taxes, shall be taken as the Financial Bid Amount to calculate the Financial Score. As provided in Section 4A, the Bidder should quote the Total Cost inclusive of all taxes in the relevant slot provided on the KPP portal. The Financial Bid should not include any conditions attachedto it and anysuchconditionalproposalshallberejected. (Asthis is a service tender GST is not applicable). The Financial Proposal shall cover the total cost for all activities of the Bidder in accordance with the scope of work of this RFP. The Bidder shall calculate the item-wiseandtotalcostsforservicesinclusiveofalltaxesa s per the format at Section 4B. .TheacceptedFinancialProposalshallbeapplicablefor the Term of the Contract. The Breakdown of Costs as perSection4Cwillbeusedasthereferencecostfor the activities that the Bidder shall be undertaking over the Contract Period. The Bidder should take into consideration all the requirements and conditions outlined in this RFP document. No escalation in these costs shall be allowed during the Contract Period without significant variation in campaign/activity components or additional activities.
18	**3.9**	ValidityofProposal	90daysfromsubmissionofProposal
19	**4.12**	LastDateandtime for submission of proposal	AsnotifiedintheKarnatakaPublicProcurementPortal
20	**5.1**	The address to send information to the Client is:	**Office of the Executive Engineer (WWM)** East Division, OMBR GLR,3RD Main Road, Bhuvanagiri, OBMR Layout, Banasawadi, Bengaluru-560043
21	**5.3**	Evaluationcriteriafor TechnicalProposal	Asdetailedbelow

22	**5.4**	Minimumtechnicalscore	TheBiddermustachieveaminimumof**75marks overall**tobeeligibleforopeningoftheFinancial Proposal.
23	**5.7**	RankingoftheBidders	The formula for determining the financial scoresis the following: Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F is the price of the proposal under consideration The weights given to the Technical and Financial Proposal are: T = 0.80, and F = 0.20 The Consultant achieving the highest combined technical and financial score will be invited for negotiations. In case of a tie, the Client shall select the Consultant who had received a higher score during the technical presentation. In case the Consultants are still tied, preference shall be given to the scores received for the technical evaluation.
24	**6.1**	Approving authority for negotiation	**Office of the Executive Engineer (WWM)** East Division, OMBR GLR,3RD Main Road, Bhuvanagiri, OBMR Layout, Banasawadi, Bengaluru-560043
25	**7.2**	Theassignmentisexpected to commence on[Month,Year]at[Location]	Tentative Date: *Within 30 days of the signing of the Contract at Bengaluru.*
26	**8.1**	PerformanceSecurity	5%(FivePercent)oftheContractPrice.

5.3.1. Pre-QualificationCriteria

TheTechnicalbidsofonlytheConsultantssatisfyingthefollowingpre-qualificationcriteriawillbe evaluated –

Sl. No.	EligibilityCriteria	SupportingDocumenttobeSubmitted *(Alldocumentstobesubmittedunless indicated otherwise)*
1.	**LegalEntity:** TheBiddershouldbeeither. • A company incorporated in India underthe Indian Companies Act 1956 / 2013and amendments thereof. • A registered LLP under the Limited Liability Partnership Act 2008 and amendments thereof • A registered Partnership Firm under The Indian Partnership Act 1932 and amendments thereof	• IftheBidderisaCompany o CopyofCertificateofIncorporation • IftheBidderisanLLP o CopyofLLPRegistrationCertificate • IftheBidderisaPartnershipFirm o Copy of Partnership Registration Certificate • AllBiddersmustsubmitthefollowing– o CopyofGSTRegistration o CopyofPAN Card
2.	**YearsofExperience:** TheBiddershouldhaveatleast 5(five)years ofexperience asonthedateofnoticeinviting tender in **providing consulting services in Water sector**	• TechnicalProposalSubmissionFormat **Section3A** • DetailsoftheBidderat**Section3I**
3.	**AverageAnnualTurnover:** TheBiddershouldhaveachievedinatleast 2 Financial Years **an average annual turnover of at least INR 50 Crore** (Rupees Fifty Crore only) for the last 5 (five)completed financial years (i.e.,FY 2021-22,FY2022-23,FY2023-24,FY2024-25andFY2025-26) The Financial Capacity of only the bidding entity willbeconsideredfor this criterion.The FinancialCapacityoftheparent/subsidiary /associate entities of the Bidder would not be considered for assessment of eligibility forthis criterion.	• Certificate from Statutory Auditor / Independent Auditor showing the turnover of the company for the last 5 Financial Years (i.e.,FY 2021-22,FY 2022-23, FY 2023-24, FY 2024-25 andFY 2025-26)in theformatat**Section3H**
4.	**Experience of implementing consultancy projects at National level for Central Government/IFI&donorsinIndiawith the scope Urban water/ wastewater.**	• Bidder'sReferencesintheformat**Section3B** • Atleastoneofthefollowingdocuments issued by the client for the project / work should be submitted as proof of

	TheBiddershouldhaveexperienceofat	

Sl. No.	EligibilityCriteria	SupportingDocumenttobeSubmitted *(Alldocumentstobesubmittedunless indicated otherwise)*
	least 1 (one) consultancy project at National level for Central Government/ IFI & donor in India with the scope Urban water/wastewater. The said assignments should meet the following criteria in addition to the above • The assignment should be for a duration of at least 2 years. • The contract value of the assignment services should be at least INR 5.00Crore • Theassignmentmusthavebeen undertakenwithinthelast5(Seven)years from the date of notice inviting tender.	undertaking for the respective assignment. o WorkOrder o Contract/Agreement
5.	**Experience of implementing consultancy projects for State Government /City/Urban local bodies/in India with the scope Urban water/ wastewater.** The Bidder should have experience of atleast 1 (one) consultancy assignment of implementing consultancy projects for National/State level with the scope Urban Water /Energy The said assignments should meet the following criteria in addition to the above – • The assignment should be for a durationof at least 2years in previous 5 Financial years (2021-22 to 2025-26) • The contract value of the PMU services should be at least INR 5.00 Crore • Theassignmentmusthavebeen undertakenwithinthelast5(seven)years from the date of notice inviting tender.	• Bidder'sReferencesintheformatat **Section3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respectiveassignment. o WorkOrder o Contract/Agreement •
6.	**Not Blacklisted / Barred and Not Involved in Major Litigation Affecting Service Delivery:** TheBiddershouldnothavebeenblacklisted / barred by any Central or State Government or PSU in the five (5) years	• TechnicalProposalSubmissionFormat **Section3A**

	preceding the proposal due date and should not be involved in any majorlitigationthatmay significantlyaffectorcompromise the delivery of service required.	

Sl. No.	EligibilityCriteria	SupportingDocumenttobeSubmitted *(Alldocumentstobesubmittedunless indicated otherwise)*
7.	**PowerofAttorney:** The Bidder must submit a duly executed Power of Attorney in favour of the Authorized Signatory of the Bidder or a Copy of Board Resolution duly authorizing signatory for signing this bid.	• DulyexecutedPowerofAttorneyinfavour of the Authorized Signatory of the Bidder for signing this bid in format at **Section3G** or a Copy of Board Resolution duly authorizing the Authorized Signatory
8.	**KeyPersonnel:** The Bidder shall form a multi-disciplinary team for undertaking this assignment and shall submit CVs of the Key Personnel in accordance with the Terms of Reference of the RFP document.	• Team composition and task assignments in the format at **Section 3E** • CVs of the following Key Personnel (Suggested format available at **Section 3F**) 1. Process Engineer Specialist Cum Team Lead - 1 2. Data Specialist - 1 3. Energy Specialist- 1

NOTE:

1. For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the Lead Member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected bidder prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

5.3.2. TechnicalEvaluationCriteria

TheBiddershallbeevaluatedaccordingtothebelowmentionedparameters–

Sl. No.	Criteria	Marks
1.	**ExperienceoftheBidder**	**20marks**
2.	**QualificationandExperienceofKeyProfessionalStaff**	**45marks**
3.	**Approach&Methodology**	**35marks**
TOTAL		**100marks**

1.ExperienceoftheBidder			
Sl. No.	**TechnicalCriteria**	**Maximum Marks**	**Supporting Documents** *(all documentstobesubmittedunless indicatedotherwise)*
1.1	**Experience of implementing consultancy projects at National level for Central Government/ IFI & donors in India with the scope Urban water/ wastewater.** The said assignments should meet the following criteria in addition to the above • The assignment should be for a duration of at least 2 years. • The contract value of the assignment services should be at least INR 5.00 Crore • The assignment must have been undertaken within the last 7 (Seven)years from the date of notice inviting tender. ***MarkingScheme–*** • **2 marks** for each eligible assignment **at National level**, up to a maximum of 3 assignments	**6marks**	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o WorkOrder o Contract/Agreement
1.2	**Experience of implementing consultancy projects for State Government in India with the scope Urban water/ wastewater.** Thesaidassignmentsshouldmeetthe following criteria in addition to the above • The assignment should be for a duration of at least 2 years. • The contract value of the assignment services should be at least INR 5.00 Crore • The assignment must have been undertaken within the last 7 (Seven)years from the date of notice inviting tender. ***MarkingScheme–*** **2 marks** for each eligible assignment **at State level**, up to a maximum of 4 assignments **3marksfor**eligibleassignment(at	**8marks**	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o WorkOrder o Contract/Agreement

1.ExperienceoftheBidder			
Sl. No.	**TechnicalCriteria**	**Maximum Marks**	**SupportingDocuments***(all documentstobesubmittedunless indicated otherwise)*
	least one) in Karnataka (Geographical experience)		
1.3	**Experience of implementing consultancyprojectsatcity/ULBlevel with the scope Urban water/ wastewater** The said assignments should meet the following criteria in addition to the above • The assignment should be for a duration of at least 2 years. • The contract value of the assignment services should be at least INR 2.00 Crore • The assignment must have been undertaken within the last 7 (Seven) years from the date of notice inviting tender. ***MarkingScheme–*** • **2 marks** for each eligible assignment atcity/ULBlevel, uptoamaximum of 3 assignments	**6marks**	• Bidder's References in the format at **Section 3B** • At least one of the following documents issued by the client for the project / work should be submitted as proof of undertaking for the respective assignment. o WorkOrder o Contract/Agreement
Sub-Total		***20marks***	

NoteforEvaluationofExperienceoftheBidder:

1. ForProjectswherethe Bidderhasworkedasaconsortiummember,itwillbeconsideredonlyif the bidder is the Lead Member of that consortium. The Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected bidder prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

2.QualificationandExperienceofKeyProfessionalStaff			
Sl. No.	**TechnicalCriteria***(asperTermsof Reference)*	**MaximumMarks**	**SupportingDocuments***(all documentstobesubmitted unlessindicatedotherwise)*
2.1.	**Process Engineer / Team**	**20 Marks**	• Teamcompositionandtask

	Lead • Minimum educational		assignmentsintheformat at **Section 3E**

2.QualificationandExperienceofKeyProfessionalStaff			
Sl. No.	**TechnicalCriteria***(asperTermsof Reference)*	**MaximumMarks**	**SupportingDocuments***(all documents to be submitted unlessindicatedotherwise)*
	qualification–6**marks** • Minimumnumberofyearsof experience – 2**marks** • Relevant work experience – **12marks**		• CVs of the Key Personnel (Suggestedformatavailable at **Section 3F**)
2.2	**Data Specialist** • Minimum educational qualification – 4**marks** • Minimumnumberofyearsof experience – 2 **marks** • Relevantworkexperience–4 **marks**	**10 Marks**	• Team composition and task assignments in the formatat **Section 3E** • CVs of the Key Personnel (Suggestedformatavailable at **Section 3F**)
2.3	**EnergySpecialist - 1** • Minimum educational qualification – 5**marks** • Minimumnumberofyearsof experience – 2 **marks** • Relevantworkexperience–8 **marks**	**15Marks**	• Team composition and task assignments in the formatat **Section 3E** • CVs of the Key Personnel (Suggestedformatavailable at **Section 3F**)
Sub-Total		***45marks***	

NoteforEvaluationofQualificationandExperienceofKeyProfessionalStaff*:*

1. Oneresourceshallbeproposedforonlyoneposition,i.e.,thesameresource cannotbeproposed for more than one position.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

3.Approach& Methodology			
Sl.No.	**TechnicalCriteria***(asperTermsofReference)*	**Maximum Marks**	**SupportingDocuments**
3.1	**UnderstandingofAssignment:** TheBiddershallpresentontheirunderstandingof the objectives of the assignment and the scope of workfor theassignment. TheBidder shallpresent theirhigh-levelworkplanalongwithkeytargetsto be achieved over the course of this assignment.	**5marks**	The approach and methodologyto be submitted at the time of

			submission of the Technical Proposal on the Government ofKarnatakaPublic Procurement Portal.
3.2	**AssessmentofPMUExperience:** The Bidder shall present on their profile and track record in terms of their Experience as Program/Project Management Unit/ Program Management Consultants at National Level in Urban Sector credentials an existing client base. The Bidder should showcase their experiencewithUrbanSectorforCentralGovernment,State/UTGovernment,andPublicSectorUndertakings.	**5 marks**	
3.3	**Experience of implementing consultancy projects for central government/ state government/ IFI & donors in India with the scope Urban/ water/ wastewater.** The Bidder shall present their credentials and achievements for working central government/ state government/ IFI & donors in India with the scope Urban water/ wastewater in the last 5 (Five)yearsa n d demonstratehowtheycan leveragethisexpertiseforthisassignment.	**5marks**	
3.4	**Experience of implementing consultancy projects at city/ULB level with the scopeUrban water/ wastewater** The Bidder shall present their credentials and achievements for working at city/ULB level with the scope Urban water/ wastewater with other Government Departments / PSUs / Government Agencies in the last 5 (Five)years and demonstrate howtheycanleveragethis expertise forthisassignment.	**10marks**	
3.5	**ExperienceinKarnataka:** The Bidder shall present their credentials and achievements for working with other Government Departments / PSUs / Government Agencies in Karnataka in the last 5 (five) years and demonstrate howtheycanleveragethis expertise forthisassignment.	**10marks**	
Sub-Total		**35 marks**	

Section3. TechnicalProposal–StandardForms

3A.TechnicalProposalSubmissionForm

3B. Bidder’s References

3C.CommentsandsuggestionsontheTermsofReferenceandondata,services,and facilities to be provided by the Client.

3D.Descriptionofthemethodologyandworkplanforperformingtheassignmen

t. 3E. Team composition and task assignments

3F.FormatofCurriculumVitaeofproposedkeyprofessionalstaff

3G. Power of Attorney of Authorized Signatory

3H.FinancialCapacityoftheBidder

3I.Details of the Bidder

3A.TechnicalProposalSubmissionForm

(TobesubmittedontheBidder'sletterhead)

[Location,Date]

FROM:

(NameoftheBidder
)

_____
_____
_____

To,

Office of the Executive Engineer (WWM)
East Division, OMBR GLR,3RD Main Road,
Bhuvanagiri, OBMR Layout,
Banasawadi, Bengaluru-560043

DearSir/Madam:

Subject: Proposal for "Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB."

We, the undersigned, offer to provide services for the above in accordance with your Request for Proposal notified in the Karnataka Public Procurement Portal as tender no:..... We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal on the Karnataka Public Procurement Portal. I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for **Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB..**

Weherebyundertakeasfollows:

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. I/We shall make available to Bangalore Water Supply & Sewerage Board (BWSSB)any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We have at least 5(five) years of experience as on the date of notice inviting tender in providing consulting services to government agencies
4. I/we have not blacklisted/barred by the Government of Karnataka or any of its agencies for any reasons whatsoever.
5. I/we have not been blacklisted/barred by the Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from the execution of contract after an award of work.
6. I/we am/are not involved in any major litigation that may affect or compromise the delivery of service required if we were to be awarded with this work.

7. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client.
8. I/Wedonothaveanyconflictofinterest
9. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Sub-Clause 2.7.1(d) of General Conditions of Contract in the RFP document, in respect of any tender or request for proposal issued by or any Contract entered into with BangaloreWaterSupply&SewerageBoard(BWSSB) oranyotherpublicsector enterpriseor any government, Central or State; and
10. TheProposalisunconditional
11. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specifiedin the RFP.
12. I/weherebydeclarethattheinformation/documents/certificatessubmittedbyM/s ..... *(Name of the Bidder)*along with this *RFP for Selection of Consultancy firm for assessing feasibility of energy optimization in STPs at Bangalore Water Supply & Sewerage Board (BWSSB)*aregenuine,and nothing hasbeen concealed.I/weshallhave noobjectionincase Bangalore Water Supply & Sewerage Board (BWSSB) verifies them from issuing authority(ies). I / we shall also have no objection in providing the original copy of the document(s), in case the Client demand so for verification.
13. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with Clause 2.7.3 of the RFP document.
14. I hereby confirm that in case, any document, information & /or certificate submitted by me found to be incorrect/false/fabricated, the Client at its discretion may disqualify / reject my application for pre-qualification out rightly and also debar ..... *(Name of the Bidder)*from participating in any future tenders.
15. I, hereby submit a declaration that the tender submitted by the undersigned on behalf of the tenderer ..... *(Name of the Bidder)*shall not be withdrawn or modified during theperiod of validity or extended period of validity.
16. I,onbehalfof thetenderer.....*(Nameof the Bidder)*, alsoacceptthefactthatincase thetenderiswithdrawnor modifiedduringtheperiodofitsvalidity/extendedvalidityperiodor if we fail to sign the contract in case itis awarded to us or we fail to submit and Performance Security, and Additional Performance Security, if any, before the deadline fixed in the tender document, then ..... *(Name of the Bidder)*will be debarred for participation in the tendering process of the procurements of this procurement entity for a period of **<u>one year</u>**from the date of default.

If negotiationsare held bytheClient, weundertaketo attendnegotiations.OurProposalisbinding upon us and subject to the modifications resulting from contract negotiations.

WeunderstandyouarenotboundtoacceptanyProposalyoureceive.Weremain,

Yourssincerely,

AuthorizedSignatory:
NameandTitleofSignatory:
Name of Bidder:

Address:

3B.Bidder'sReferences

RelevantServicescarriedoutinthelast7(k)yearsthatbestillustrateQualifications.

A. SummaryofExperience

TheBiddershallprovideasummaryoftheirworkexperienceinthefollowingformat–

Note:Biddersshoulduseonerowforeachassignmentsubmittedforassessment.

A.1 ExperienceofimplementingconsultancyprojectsatNationallevelforCentralGovernment/ IFI & donors in India with the scope Urban water/ wastewater.

Sl. No.	Name of Assignment	Nameof Client	Location	Contract Price *(InINR Lakhs)*	StartDate *(Month, Year)*	End Date *(Month, Year)*	Duration of Assignment
1.							
2.							
3.							

A.2 Experience of implementing consultancy projects for State Government in India with the scope Urban water/ wastewater.

Sl. No.	Name of Assignment	Name of Client	Location	Project Cost *(in INRCrore)*	StartDate *(Month, Year)*	End Date *(Month, Year)*	Duration of Assignment
1.							
2.							
3.							

A.3. Experience of implementing consultancy projects at city/ULB level with the scope Urban water/ wastewater

Sl. No.	Name of Assignment	Name of Client	Location	Project Cost *(in INRCrore)*	StartDate *(Month, Year)*	End Date *(Month, Year)*	***Duration of Assignment***
1.							
2.							
3.							

B. DetailsofExperience

Using the format below, provide information on each reference assignment for which your organisation, either as an individual corporate entity or as one of the major companies within an association, was legally contracted. Attach relevant work order / contract / agreementfor each reference assignment.

Sl. No.	Particulars	Details
1.	**NameofAssignment**	
2.	**NameofClient**	
3.	**LocationofClient**	

Sl. No.	Particulars	Details
4.	**Client'sSector**	
5.	**StartDateofAssignment**	
6.	**EndDateofAssignment**	
7.	**DurationofAssignment**	
8.	**ValueofAssignment***(ContractValue,ProfessionalFees,or PaymentsReceived)*	
9.	**ObjectivesoftheAssignment**	
10.	**DescriptionofactualservicesprovidedforAssignment**	
11.	**KeyPersonnel/SeniorStaffinvolvedforEvent**	
12.	**NameandRoleofAssociatedConsultantsifany**	
13.	**BriefDescriptionofResultsAchievedduringAssignment**	
14.	**ProofofUndertakingforAssignment**	*TypeofDocument: Date of Issue of Document: Enclosed:[]Yes[] No*

Authorized Signatory: _____

Nameand Titleof Signatory: _____

Bidder's Name: _____

Note:

1. For Projects where the Bidder has worked as a consortium member, the Bidder shall furnish documents to substantiate the role of the firm in the project. The Client reserves the right to request any further supporting documents from the selected Agency prior to the signing of the contract.
2. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.
3. At least one of the following documents issued by the client for the assignment should be submitted as proof for undertaking the respective assignment
   - WorkOrder
   - Contract/Agreement

   The document submitted should meet all the requirements as per the criteria as per Clause 5.3.1 and Clause 5.3.2 of the Data Sheet.
4. The Client reserves the right to request any further supporting documents from the Bidders priorto the signing of the contract.

5. The Client shall be free to make enquiries from previous clients of the Bidder about the work, conduct, performance, quality of service and such other related general enquiries about the Bidders. The Bidder would have no objection to the Client making such enquiries from their existing/past clients.

3C.

CommentsandsuggestionsontheTermsofReferenceandon dataservices,and facilities to be provided by the Client.

OntheTermsofReference:

1.

2.

3.

4.

5.

OntheData,Services,andFacilitiestobeprovidedbytheClient

1.

2.

3.

4.

5.

Authorised Signatory: _____

NameandTitleofSignatory:_____

Bidder's Name: _____

3D.Descriptionofthemethodologyandworkplanforperformingtheassignment.

(SoftcopyandHardcopytobesubmittedtotheEvaluationCommitteeatthetimeoftheTechnical Presentation)

BIDDER'S NAME: _____

The shortlisted Bidders shall make a detailed Technical Presentation on the aspects listed under the evaluation criteria for Approach and Methodology as per Clause 5.3.2 Sl. No. 3 of the Data Sheet.

The presentation is not required to be submitted at the time of submission of the Technical Proposal on the Karnataka Public Procurement Portal. Shortlisted bidders shall present to the evaluation committee as notified by the Client.

The soft copy of the presentation and any associated supporting documents are to be submittedalong with a covering letter to the evaluation committee at the time of the technical presentation via **email:**eewwmncv@bwssb.gov.in

3E.TeamCompositionandTaskAssignments

Note:Oneresourceshallbeproposedforonlyoneposition,i.e.,thesameresourcecannotbe proposed for more than one position.

1. KeyPersonnel

Sl. No.	Name	Position	Educational Qualification	Yearsof Work Experience	Tasks
1.					
2.					
3.					

Authorized Signatory: _____

NameandTitleofSignatory:_____

Bidder's Name: _____

3F.FormatofCurriculumVitaeofproposedkeyprofessionalstaff

(KindlyrefertoClause8ofSection5TermsofReferencefor detailsonrequirementsforEducational Qualification and Work Experience)

<table>
<tr><td>NameoftheEntity</td><td colspan="7"></td></tr>
<tr><td>NameofStaff[Providefull name]</td><td colspan="7"></td></tr>
<tr><td>Proposed Position[Onlyonecandidate tobe nominated for each position]</td><td colspan="7"></td></tr>
<tr><td>TotalYearsofExperience [inyearsandmonths]</td><td colspan="7"></td></tr>
<tr><td>DateofBirth [dd/mm/yyyy]</td><td colspan="7"></td></tr>
<tr><td>Nationality</td><td colspan="7"></td></tr>
<tr><td rowspan="4">Key Educational Qualifications[Summarize college/universityandother specialised education of staffmember,givingnames of schools, dates attended and degrees obtained]</td><td>Sl. No.</td><td>Start Date</td><td>End Date</td><td>School/ College</td><td>University</td><td>Location</td><td>Degree Obtained</td></tr>
<tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
<tr><td rowspan="4">Employment Record [Starting with the present position, list in reverse order every employment held.Listallpositionsheld by staff member since graduation, giving dates, names of employing organisation, titles of positions]</td><td>Sl. No.</td><td colspan="2">Name of the Organization</td><td>Designation</td><td>From (month, year)</td><td>To (month, year)</td></tr>
<tr><td>1</td><td colspan="2"></td><td></td><td></td><td></td></tr>
<tr><td>2</td><td colspan="2"></td><td></td><td></td><td></td></tr>
<tr><td>3</td><td colspan="2"></td><td></td><td></td><td></td></tr>
<tr><td>Key Work Experiences[1][List all the key assignmentsundertakenby the personnel to be considered for Technical Evaluation of the proposed KeyPersonnel]</td><td colspan="7">BriefofkeyexperienceoftheproposedKeyPersonnel</td></tr>
<tr><td colspan="8">Assignment1:[Nameoftheassignment]
Year:[From-To]
Location:
Client:
Positionheld:
Mainprojectfeatures:[Briefoftheproject]</td></tr>
</table>

[1]Kindlyensureexperiencecoverstherequirementsasper TermsofReference.Kindlylistonlytherelevant experience.

Activitiesperformed:[*Listofalltheactivitiesperformedintheassignment]* • • •				
Assignment2:*[Nameoftheassignment]* Year:*[From-To]* Location: Client: Positionheld: Mainprojectfeatures:[*Briefoftheproject]* Activitiesperformed:[*Listofalltheactivitiesperformedintheassignment]* • • •				
Membership with Professionalbodies:	*[Listofmemberships]*			
ProficiencyinLanguages *[Excellent, good, fair and poor]*	**Language**	**Speaking**	**Reading**	**Writing**
	English			
	Kannada			
	Hindi			

UndertakingforRelevantQualificationandExperience:

I hereby undertake that I meet the following requirements for the position of _____ (proposed position) for*Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB.*

Educational Qualification: _____

- Experience: _____

  _____

[Kindlyspecifyeducationalqualificationandexperienceasperthe requirementsspecifiedinthe Terms of Reference for the proposed position of the staff]

Certification:

I,theundersigned,certifythattothebestofmyknowledgeandbelief,thesedatacorrectlydescribe me, my qualifications, and my experience.

_____Date: _____
[Signature of staff member]
Full Nameof Staff Member: _____

_____Date: _____
[Signature of authorised representative of the Bidder]
FullNameofAuthorizedRepresentative:_____

3G.PowerofAttorneyofAuthorisedSignatory

Know all men by these presents, we..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authoriseMr/Ms (name), ... son/daughter/wife of ..... and presently residingat.....,whoispresentlyemployedwithusandholdingthepositionof .....,asourtrueandlawfulattorney(hereinafterreferredtoasthe"Authorized Signatory") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for Services for the proposed assignment **"Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB."**by the Chairman, Bangalore Water Supply & Sewerage Board (BWSSB) (the "Client") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Proposal Conference and other meetings and providing information/ responses to the Client, representing us in all matters before the Client, signing and execution of all contractsandundertakings consequenttoacceptanceofourbid,andgenerallydealingwiththe Client in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Signatory in exercise of the powershereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..., THE ABOVE NAMED IN PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY[2]ON THIS ..... DAY OF ....., 20.....

For .....
(Signature,name,designationandaddress)

Witnesses:
1.
2.

Accepted
.....
(Signature)
(Name,TitleandAddressoftheAuthorizedSignatory)

(Notarised)

[2]Inlinewiththefollowing points:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, ifany, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

3H.FinancialCapacityoftheBidder

(OntheLetterheadoftheStatutoryAuditor/IndependentAuditor)

Date:

We have verified the relevant records of M/s. _____[*Name of the Bidder*] and certify that their annual turnover in the last 5(five) financial years is as mentioned in the table below.

AnnualTurnover(INRLakhs)					AverageAnnual Turnover
FY2021-22	FY2022-23	FY2023-24	FY2024-25	FY2025-26	

This certificate is being issued to be produced before Bangalore Water Supply & Sewerage Board (BWSSB)for the assignment**"Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB."**

(SealandsignatureofAuditor)

Name of the audit firm:_____

CA Membership Number: ____

_____Date: _____

Instructions:

1. TheBiddershouldprovidedetailsoftheirownFinancialCapacityasspecifiedinDataSheet Clause 5.3.1
2. The Financial Capacity of the parent / subsidiary / associate entities of the Bidder would not be considered for evaluation.

3I. Details of the Bidder

(On the Letterhead of the Bidder)

S. No.	Criteria	Details
1.	**Bidder Details**	
a.	Name of Company/LLP/Firm	
b.	Type of Entity	(such as Company/LLP/Partnership etc.)
c.	Country of Instate	
d.	Date of Incorporation and/or Commencement of Business	
e.	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
f.	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
g.	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
h.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:
i.	Details for individual(s) who will serve as Point of Contact	Name: Designation: Mobile: Phone: Email:
2.	Years of experience in providing consultancy services to Central Government/ State Government/ Public Sector Undertaking clients	___ years of experience
3.	Types of Consultancy Services provided to Government Sector Clients	
3a.	**Eligibility Criteria**	
i.	Experience of implementing consultancy projects at National level for Central Government/ IFI & donors in India with the scope Urban water/ wastewater. The Bidder should have experience of at least 1 (one) consultancy	Major Clients – i. ____ ii. ____ iii._ iv._ v. ____

	assignment.	

Sl. No.	Criteria	Details
ii.	Experience of implementing consultancy projects for State Government /City/Urban local bodies/ in India with the scope Urban water/ wastewater. The Bidder should have experience of at least 1 (one) consultancy assignment	MajorClients– i. _____ ii. _____ iii._____ iv._____ v. _____
3b.	**TechnicalEvaluation**	
i.	Experience of implementing consultancy projects at National level for Central Government/ IFI & donors in India with the scope Urban water/ wastewater. (aspertechnicalevaluationcriteria1.1)	MajorClients– i. _____ ii. _____ iii._____ iv._____
ii.	Experience of implementing consultancy projects forStateGovernmentinIndia with the scope Urban water/ wastewater. (aspertechnicalevaluationcriteria1.2)	MajorClients– i. _____ ii. _____ iii._____ iv._____
iii.	Experience of implementing consultancy projects at city/ULB level with the scope Urban water/ wastewater (aspertechnicalevaluationcriteria1.3)	MajorClients– i. _____ ii. _____ iii._____ iv._____
4.	EnclosedForm3A	FormEnclosed:[]Yes[]No
5.	EnclosedForm3B	FormEnclosed:[]Yes[]No SupportingDocumentsEnclosed:[]Yes[]No
6.	EnclosedForm3C	FormEnclosed:[]Yes[]No
7.	EnclosedForm3E	FormEnclosed:[]Yes[]No
8.	EnclosedForm3F	FormEnclosed:[]Yes[]No
9.	EnclosedForm3G	FormEnclosed:[]Yes[]No
10.	EnclosedForm3H	FormEnclosed:[]Yes[]No

Authorized Signatory: _____

Name and Title of Signatory: _____

Bidder's Name: _____

Section 4. FinancialProposal–StandardForms

4A.FinancialProposalsubmissionform

4B. Summary of Costs

4C.BreakdownofCosts

4A.FinancialProposalsubmissionform

Note: *Bidder should quote their Consultancy Fee as a lump sum fee for the tender inclusive of all taxes, duties and cess directly on the Karnataka Public Procurement Portal. Detailed breakdown of cost as per Section 4C and summary of costs as per Section 4B shall be submitted by the selected Bidder at the time of the negotiation meeting.*

To,

Office of the Executive Engineer (WWM)
East Division, OMBR GLR,3RD Main Road,
Bhuvanagiri, OBMR Layout,
Banasawadi, Bengaluru-560043

DearSir/Madam,

Subject: Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB.

We, the undersigned, offer to provide Services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (Financial Proposal). Our attached Financial Proposal is for the Lumpsum Consultancy Fee of [Fee amount in words and figures], inclusive of all taxes for the duration of the Contract Period.

We understand that the Client reserves the right to negotiate the Financial Proposal for the services as a whole or for individual sub-components of the services as specified in the Data Sheet.

We undertake that our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertakethat, incompetingfor (and, iftheaward tous, in executing) the aboveContract,wewill strictly observe the Laws against Fraud and Corruption in force in India namely “Prevention of Corruption Act 1988”.

Weunderstandyouarenotboundtoacceptanyproposalyoureceiv

e. Yours sincerely,

AuthorizedSignature:

NameandTitleofSignatory:

NameofConsultant/Firm:

Address:

[Note: the financial proposal should not be disclosed, if so, the tender will be treated as technically non responsive. Further, as this is a service tender, GST is not applicable.]

4B.Summaryofcosts

(NottobeuploadedtoKarnatakaPublicProcurementPortal,tobesubmittedbythesuccessfulbidder in the below format at the time of the negotiation meeting)

Itismandatoryforthesuccessfulbiddertosubmit to theClientthebreak-upoftheirlump-sum quote in the below provided format at the time of the financial negotiation meeting.

Sl. No.	Description	Amount(INR)
1.	RemunerationforKeyProfessionalstaff (A)	
2.	SupportingStaff(B)	
3.	Transportation(C)	
5.	ReportandDocumentation(D)	
	TotalCost(includingallapplicabletaxesandcess)= (A+B+C+D)	

Note:

1. The above shall include all costs related to Remuneration of the Key Professional Staff and applicable taxes only. Any other costs arising out of scope related activities beyond the Remuneration of the Key Professional Staffandapplicabletaxes wouldrequireprior approvalfrom the Client and subsequently will be either borne by the Client directly or reimbursed on an actual basis on submission of relevant bills, as applicable. This includes any domestic and international study tours required for this project.
2. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in Format 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with Clause 6 of the Information to Consultants.
3. In case of any discrepancy between the Financial Proposal and the Summary of Costs, the Client shall correct any computational errors made by the Bidder to bring the Summary of Costs in line with the submitted Financial Proposal.

Authorized Signatory: _____

NameandTitleofSignatory:_____

Bidder's Name: _____

4C.BreakdownofCosts

(NottobeuploadedtotheKarnatakaPublicProcurementPortal,tobesubmitted bythesuccessful bidder in the below format at the time of the negotiation meeting)

Itismandatoryforthesuccessfulbiddertothebreak-upoftheircosts toBangaloreWaterSupply& Sewerage Board (BWSSB)in the below provided format at the time of the financial negotiation meeting.

Work of Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB.				
Sl. No.	**Description**	**Man-Month Rate (inclusive of applicable taxes) (A)**	**Number of Man-Months (B)**	**Total Amount =(A*B)**
1	Remuneration of Key Professional Staff (A) Project Management Expert – 1 Person (Process Engineer – 1 Person) Master's Degree in Electrical/Mechanical Engineering or equivalent, and/or MBA in Finance or Master's in Infrastructure Management, with experience in water/wastewater advisory project delivery Minimum 5 years of relevant work experience) -1 Process Engineer	Nos	12	
2	Project Management Expert – 2 (Energy Expert – 1 Person) Bachelor's Degree in Civil/Environmental or equivalent, or a related experience of process optimization/design related to water/wastewater treatment Minimum 3 years of work experience)	Nos	12	
3	Project Management Expert – 3 (Data Analyst – 1 Person) Bachelor's Degree in Civil/Environmental or equivalent, or a related experience of process optimization/design related to water/wastewater treatment Minimum 3years of work experience)	Nos	12	
4	Office Boy/Attender (B)	Nos	12	
5	Transportation (C)	Nos	10	
6	Report and Documentation	Lumpsum	1	
Note:-				

Note:*IftheContractisextendedbeyondtheinitial 12-monthContractPeriod,mutualagreementhas to be undergone as per the existing tender conditions and rates.*

Authorized Signatory: _____

NameandTitleofSignatory:_____

Bidder’s Name: _____

Section 5. TermsofReference

1. DescriptionofAssignment

Urban wastewater treatment is a critical public service for sustaining public health, environmental protection, and water security in rapidly growing metropolitan regions. In cities such as Bengaluru, sewage treatment plants (STPs) are among the most energy-intensive municipal assets, with electricity costs constituting a significant portion of operational expenditure. As treatment capacities expand to meet rising wastewater generation, energy demand and associated costs have increased proportionately.

The Bangalore Water Supply and Sewerage Board (BWSSB) operates multiple municipal STPs of varying capacities, vintages, and technological configurations. Variations in equipment efficiency, operating practices, and maintenance regimes often result in suboptimal energy performance and higher energy consumption per cubic meter of wastewater treated. In the context of escalating power tariffs and the need for financially sustainable utility operations, improving energy efficiency has become a strategic priority.

Energy assessments and process optimization provide a proven pathway to identify inefficiencies in pumping systems, aeration processes, electromechanical equipment, and operational controls. By benchmarking performance and implementing best-practice operating procedures, utilities can achieve measurable reductions in specific energy consumption without compromising treatment standards or regulatory compliance.

At the same time, the processes of the STPs such as ASP, UASB, SBR, MBR, MBBR etc. each have specific aeration and other process requirements. Any attempts to adjust these processes not only have implications on the energyconsumption but also may impact the output parameters and other operational aspects of the STPs. These relationships between the energy/ process optimization need to be critically assessed to align those effectively with the existing/ planned O&M arrangements of the STPs.

Against this backdrop, BWSSB seeks to undertake a structured energy assessment and operational optimization exercise across 15 municipal STPs to enhance energy efficiency, reduce operating costs, and support long-term sustainability objectives.

2. OrganizationBackground

Bangalore Water Supply and Sewerage Board is an autonomous body formed by the State legislature under Bangalore Water supply and Sewerage Board Act on 10-09-1964 for Water Supply & Sewage disposal. It is one of the first Water supply & Sanitation Utilities in India with jurisdiction of entire Bruhat Bengaluru MahanagaraPalike Area of 800 Sq.km.

It has the following mandates: Adequate water supply to meet demand; creation of sewerage network & safe disposal of sewage; Preparation, implementation of plans & schemes for augmentingwatersupply& safedisposalofsewage; Levyandcollection ofwaterchargeson ‘no loss no profit Basis’ for sustainability of the system.

3. Objective

The objective of this engagement is to assess the feasibility of possible interventions and adjustments to improve the energy efficiency of the municipal sewage treatment plants (STPs) under BWSSB. The assignment aims to arrive at measurable

parameters and clear/ practical roadmap for reduction in energy consumption per cubic meter of wastewater treated, while ensuring consistent compliance with treatment performance and discharge standards.

The assessment shall provide a decision-support framework to assess if the said roadmap should be implemented by BWSSB itself, or a separate arrangement such as a performance-based contract should be explored.

To achieve this overarching goal, the project will pursue the following specific objectives:

i. Establish a comprehensive baseline of energy use and process performance across all selected STPs through systematic collection of data related to equipment, utility, and processes.

ii. Benchmark current operating conditions, energy consumption patterns, and specific energy usage (kWh/m^3) for key electromechanical systems such as pumps, blowers, and auxiliary equipment.

iii. Identify inefficiencies stemming from equipment selection, control strategies, operating practices, and process variability through walk-through assessments and detailed analytical assessments.

iv. Develop an operational intelligence framework to enable real time performance monitoring, predictive analytics, operational optimization and data driven decision making for improving energy efficiency and process reliability across the selected STP's.

v. Design and develop centralized dashboard software platform for real time visualization and monitoring of energy performance indicators with assessment of integration requirements with existing SCADA, programmable logical controller (PLC) and digital monitoring systems.

vi. Develop data-driven energy maps and performance models to evaluate alternative operating scenarios, including variable speed operation, optimized duty cycles, and load-based control strategies.

vii. Assess the technical and financial feasibility of energy conservation measures, including control-based improvements, retrofits, instrumentation upgrades, and selective equipment replacement.

viii. Define stepwise action plan for energy-efficient operation of critical process units, aligned with treated water quality requirements, in context of the feasibility assessment done.

ix. Assess technical assessment of PLC in 15 STPs and based on the assessment report develop RFP to onboard the agencies..

x. Prepare a phased implementation roadmap covering required instrumentation, automation, add-on equipment, and management-of-change controls. This shall include assessment of options such as integration in the existing O&M practices, and/ or carving out a separate performance-based contract for energy optimization.

Overall, the project seeks to deliver a technically robust, economically viable, and operationally sustainable framework for reducing the energy footprint of BWSSB's STPs while strengthening utility resilience and cost efficiency.

4. ContractPeriod

The overall period of the engagement of the agency shall be Twelve Months (12) and further extension up to 24 months on satisfactory performance from the date of signing the contract,with the provision for extension based on the requirement of the client.

5. TermsofReference

The Consultant shall undertake a comprehensive energy assessment and feasibility analysis of energy optimization interventions across the identified STPs of BWSSB. The scope of services shall includethe following:

a) Inception and Project Planning

i. Conduct a kickoff meeting with BWSSB to align on objectives, data availability, site access, and reporting protocols.

ii. Prepare an Inception Report outlining methodology, detailed work plan, timelines, stakeholder engagement approach, and data requirements.

iii. Develop standardized templates for data collection, site assessments, and reporting

b) Baseline Data Collection and assessment

The consultant shall establish a baseline for energy and process performance across the selected STPs. This shall include:

i. Inventory and Mapping of Assets: Map electromechanical assets including pumps, blowers, aerators, and auxiliary systems contributing to major electricity consumption.Document specifications such as rated capacity, efficiency, age, operating hours, and control mechanisms.

ii. Electricity Consumption Analysis:Collect and analyze at least 12 months of electricity consumption and billing data.Assess load profiles, peak demand patterns, tariff structures (including time-of-day tariffs), and energy intensity.

iii. Treatment Process Performance Assessment:Collect and analyze influent and effluent parameters to establish process performance baselines for each STP.

iv. Compute Specific Energy Consumption at plant and equipment levels.

v. Site Visits and Walkthrough Audits:Conduct on-site assessments at all selected STPs, and identify operational inefficiencies such as overdesign, underloading, continuous operation, leakages, or poor control strategies.

c) Energy Mapping and Analytical Modelling

i. Develop energy consumption models linking energy usage with process performance.

ii. Disaggregate energy consumption across major units (e.g., aeration systems, pumping systems).

iii. Develop equipment-level performance indicators and benchmarking metrics.

iv. Conduct simulation-based analysis to evaluate alternative operational scenarios and quantify potential energy savings and operational impacts under different scenarios.

v. Design of analytical layer and decision-support dashboard based on existing SCADA system/ minimal intervention sensors, to enable real-time monitoring of energy performance, process parameters, and key efficiency indicators across STPs.

d) Identification of Energy Conservation Measures (ECMs)

i. Identify and prioritize various energy-saving interventions across the STPs

ii. Assess implications of proposed interventions on treatment performance and regulatory compliance.

e) Techno-Financial Feasibility Assessment

The Consultant shall evaluate the technical and financial feasibility of identified interventions. This shall include:

i. Capital Investment Assessment:

   a) Estimation of costs for instrumentation (flow meters, DO sensors, COD sensors, energy meters, etc.)

   b) Add-on equipment (VFDs, PLCs, automation systems)

   c) SCADA/digital integration requirements

ii. Operational Cost Assessment:Impact on O&M costs, manpower, and maintenance requirements

iii. Financial Analysis:

   a) Cost-benefit analysis

   b) Payback period and breakeven analysis

   c) Internal Rate of Return (IRR), if applicable

iv. Operational Intelligence Framework:

   a) Real-time performance monitoring and analytics.

   b) Predictive alerts and decision-support systems.

   c) Optimization of blower and pump operations.

v. Dashboard Software:

   a) Visualization of operational and energy KPIs.

   b) Real-time monitoring, reporting, and trend analysis.

   c) Integration with existing SCADA and digital monitoring systems.

f)PLC and Automation Assessment (Specific Requirement)

i. Conduct a technical assessment of existing PLC systems in at least 15 STPs.

ii. Identify gaps in automation, control logic, and integration.

iii. Recommend upgrades or enhancements required for energy optimization.

iv. Develop a draft RFP for selection of an agency for PLC/automation upgrades

g)Development of Implementation Strategy

i. Recommend appropriate implementation models for each intervention

ii. Define decision criteria including investment size, technical complexity, risk-sharing requirements, payback period, etc.

h)Preparation of Phased Implementation Roadmap

i. Develop a detailed, phased roadmap for implementation, including short-term, medium-term, long-term prioritization of interventions, procurement

strategy, etc.

ii. Define requirements for instrumentation and monitoring systems, automation and digital systems, capacity building and staff training, etc.

i)Stakeholder Consultations and Capacity Building

The Consultant shall conduct stakeholder consultations for validation of findings and integration into implementation planning

6. Coordination and Project Support Services

The Consultant shall support in assessing feasibility of energy optimization in STPs atBangalore Water Supply & Sewerage Board (BWSSB) at par with international standards.

6.1. Coordinationsupport

6.1.1. The Consultant shall provide necessary coordination for inter-department activities and joint initiatives. This shall include, but not limited to, the following activities throughout the term of the project –

iii. Preparing presentations, discussion notes, minutes of meeting, etc.

iv. Coordination between the concerned government agencies for common purposes and joint initiatives.

v. Liaise with the concerned stakeholders / Consultants as required towards achievement of the objectives of the project.

vi. Provide necessary facilitation and coordination support for organization of key events and workshops as required.

7. DeploymentofPersonnel

7.1. The Key Personnel comprising the team of the Consultant shall be deployed full time at the client office. However, attendance would not form the basis for payment. Payment shall be done on submission and acceptance of the milestone deliverables.

7.2. The minimum required qualifications and experience of the proposed Key Professional Staff of the Consultant are as detailed below –

Sl. No.	Key Professional Staff	Educational Qualification	Minimum YearsofWork Experience	RelevantWorkExperience
1.	Process Engineer	Master's Degree in Civil/ Mechanical/ Chemical Engineering or equivalent, and/or MBA in Finance or Master's in Infrastructure Management,	Minimum 5years of relevant work experience.	Experience of working with government programs in the field of water/ wastewater advisory/ energy/ infrastructure/ project delivery
2.	Data Specialist	Bachelor's degree in Civil/ Environmental/ Chemical/ or equivalent Engineering	Minimum 3years of relevant work experienc e.	Experience of working with government programs in the field of water/ wastewater advisory/ energy/ infrastructure/ project delivery, with proven expertise in process optimization, Data Analysis, Data Processingand outcome-driven

		Master Degree is added Advantage		project delivery.
3.	Energy Specialist	Bachelor's or Master's degree in Electrical Engineering or Electronics and Telecommunications Engineering	Minimum 3 years of experience	Experience of working with government programs in the field of water resource management, sustainability policy, and environmental analysis

7.3. **Deployment of Additional Personnel:**Apart from the above, the Consultant may be asked to deploy additional team members for a defined time period on a person-month basis, as per the Client's requirements. The Client shall inform the Consultant at least 30 days in advance of such a requirement. The minimum experience of this resource would be similar to the personnel for the Key Personnel as mentioned above. The additional resource should be deployed at thesame rate as the equivalent team members.

7.4. **Replacement of Personnel:** The Client may allow the Consultant to replace the personneldeployedwithpriornoticeofatleast30daysinadvance.TheConsultantshallpropose optionsfor replacement duly furnishing the educational qualifications and experience specifiedfor the respective position in the RFP Document. The Client reserves the right toapprove the replacementafterdue interaction,if necessary.Thecostofreplacementof thepersonnelshallbe borne by the Consultant.

8. ReportingRequirements

8.1. The Consultant shall submit deliverables as per the scope of work as outlined in the Terms of Reference. These deliverables shall be submitted to the concerned Authority and the review of the deliverable shall be done by the relevant approving Authority.

8.2. The Consultant shall submit Monthly Progress Reports outlining the status of deliverables under the assignment. The activities/deliverablesshall be discussed and mutually agreed upon between the Consultant and the Authority. The Monthly Progress Reports shall provide the status of progress made during the preceding month. Any external challenges, unplanned events, or dependencies on external stakeholders causing partial or non-completion of deliverables from the previous month shall be clearly stated in the report, along with proper justification. The Monthly Progress Reports shall be submitted as per the following schedule:

S. No.	Report	Deliverable	Timeline	Approving Authority
1.	**Monthly Progress Report**	• Summary of deliverables/ activities carried out by the Consultant over the previous month • Summary of 2-3 activities/ deliverables that shall be submitted by the Consultant in the subsequent month • Any external challenges/ unplanned events/ dependencies on external stakeholders causing partial/ non-completion of deliverables as per the proposed work plan/ timeline The indicative deliverables under this assignment shall be: • Inception Report • Baseline Assessment Report • Energy Consumption Modelling • Techno-Financial Feasibility Report • Implementation Strategy & Roadmap/ Recommendations	By the 10th working day of each month during the contract period	Engineer in Chief

8.3. The review meetings shall be held on a monthly basis, i.e., every month, to review the progress of the Consultant.

8.4. The deliverables shall be submitted in English in both hard and soft copies. As and when required,the Consultant may be asked to present their deliverable as a presentation.

8.5. The above list covers only part of the deliverables identified in the scope of services. The Consultant shall prepare and submit other deliverables over the course of the assignment that arise from their activities in accordance with the scope of services. Review and approval of such deliverables shall be done by the Client, as applicable.

9. TermsofPaymentandPaymentSchedule

9.1. TheindicativeTermsofPaymentandthePaymentScheduleareprovidedinthedraftContract.

Section 6. DraftContractforConsultant’sServices

Between

_____

[NameofClient] And

_____

[NameofConsultants]

Dated:

AGREEMENT

ThisCONTRACT(hereinaftercalledthe"Contract")ismadethe_____dayofthemonthof _____, 20__between,

Bangalore Water Supply & Sewerage Board (BWSSB), having its office at, 2ndFloor, Cauvery Bhavan, KempegowdaRoad, Bengaluru-560009(hereinafter called the **"Client"**or**"BWSSB"** or **"the Authority"** which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the First Part

AND

_____,[a company registered under the Companies Act, 1956 / a partnership firm under the Indian Partnership Act 1932 / a limited liability partnership firm under the LimitedLiabilitiesPartnershipAct2008]andhavingitsregisteredofficeat _____(hereinafter called the **"Consultants"** which expression shall include their respective successors and permitted assigns) on the Second Part

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "**Services**");

(b) theConsultants,havingrepresentedtotheClientthatthey havetherequiredprofessional skills,andpersonnelandtechnicalresources,haveagreedtoprovidetheServicesont he terms and conditions set forth in this Contract;

NOWTHEREFOREthepartiesheretoherebyagreeasfollows:

1. Thefollowingdocumentsattachedheretoshallbedeemedtoformanintegralpartoft his Contract:

   (a) TheGeneralConditionsofContract(hereinaftercalled"GC");

   (b) TheSpecialConditionsofcontract(hereinaftercalled"SC");

   (c) ThefollowingAppendices:

   Appendix A:

   DescriptionoftheServices Appendix B:

   Reporting

   Requirements

   AppendixC: KeyPersonnelandSub-consultants

   Appendix D:

   ServicesandFacilitiestobeprovidedbytheClient Appendix E:

   Breakdown of Contract Price in Indian

Rupees Appendix F: Form of Guarantee for

Performance Security Appendix G: Power of Attorney

Submitted by Consultants Appendix H: Technical

Presentation submitted by Consultants Appendix I:

Letter of Award issued by Client

2. Themutualrightsand obligationsoftheClientandthe Consultantsshallbeassetforthinthe Contract, in particular:

(a) TheConsultantsshallcarryouttheServicesinaccordancewiththeprovisionsoft he Contract; and

(b) theClientshallmakepaymentstothe Consultantinaccordancewiththeprovisionsof the Contract.

INWITNESSWHEREOF,thePartiesheretohavecausedthisContracttobesignedintheir respective names as of the day and year first above written.

FOR,ANDONBEHALFOF [NAME OF CLIENT]	FOR,ANDONBEHALFOF [NAMEOFCONSULTANT]
By (AuthorizedRepresentati ve)	By (AuthorizedRepresentative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

a. **"Applicable Law"** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
b. **"Applicable Permits"** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Consultants under Applicable Law, in connection with the Services during the subsistence of this Contract
c. **"Commencement Date"** means the date on which the Consultants begin carrying out the Services pursuant to Clause GC 2.2
d. **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
e. **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause 6;
f. **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
g. **"GC"** means these General Conditions of Contract;
h. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Contract which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, or supervision, or monitoring thereof of any of them of the services similar to that of the Service
i. **"Government"** means the Government of Karnataka;
j. **"Local currency"** means Indian Rupees
k. **"Material Adverse Effect"** shall mean a material adverse effect of any act or event on the ability of either party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either party
l. **"Material Breach"** shall mean and include the following

a. Failure by the Consultants to procure the requisite insurance in accordance with this Contract;
b. Failure by the Consultants to replenish the Performance Security Deposit in accordance with the terms and conditions of this Contract;
c. Failure by the Consultants to comply with the instructions or orders of the Client made under this Contract;
d. The direct or indirect assignment of any rights, interest or obligations in this Contract by the Consultants in violation of any terms of this Contract;
e. Failure by the Consultants to observe or perform any of the Consultants' undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this Contract resulting in Material Adverse Effect

m. **"Member"** in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

n. **"Party"** means the Client or the Consultants, as the case may be, and “Parties” means both of them;

o. **"Personnel"** means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and “Key Personnel” means the personnel referred to in Clause GC4.2 (a)
p. **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented.
q. **"Services"** means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
r. **"Sub-consultant"** means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
s. **‘Third party”** means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 LawGoverningtheContract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or e-mail, to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task/stage is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 AuthorizedRepresentatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 TaxesandDuties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement,Completion,ModificationandterminationofContract

2.1 EffectivenessofContract

This ContractshallcomeintoeffectonthedatetheContractis signed by both Parties or such other later date as may be stated in the SC.

2.2 CommencementofServices

The Consultants shall begin carrying out the Services within 30 (thirty) days after the date the Contract becomes effective, or at such other date as may be specified in

the SC.

2.3 ExpirationofContract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 ForceMajeure

2.5.1 Definition

Forthe purposesofthisContract,"ForceMajeure" meansan event whichis beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 NoBreachofContract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event(a)hastaken allreasonable precautions, due careandreasonable alternative measures inordertocarryoutthetermsandconditionsofthis Contract,and(b)has informed the other Party as soon as possible about the occurrence of such anevent.

2.5.3 ExtensionofTime

AnyperiodwithinwhichaParty shall,pursuanttothisContract,completeanyaction or task or stage, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail toperform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 BytheClient

The Client may terminate this Contract, by not less than thirty (30) days' written noticeof termination to the Consultants, to be given after the occurrence of any of

the eventsspecified in paragraphs(a) through (d)of thisClause 2.7.1 andsixty(60) days in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of theirobligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) iftheConsultants(oranyoftheirmembers)becomeinsolventorbankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

Forthepurposeofthisclause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels andto deprive GOK of the benefits of free and open competition.

2.7.2 BytheConsultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any ofthe events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five
(45) days after receiving written notice from the Consultants that such payment is overdue;

(b) Ifthe Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants’ notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 CessationofRightsandObligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) theobligationofconfidentialitysetforthinClauseGC3.3hereof;

(iii) anyrightwhichaPartymayhaveundertheApplicableLaw.

2.7.4 CessationofServices

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatchorreceiptofsuchnotice,takeallnecessarystepstobringtheServicesto a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, theConsultantsshallproceedasprovided,respectively,byClausesGC3.7and GC 3.8.

2.7.5 PaymentuponTermination

UponterminationofthisContractpursuanttoClauses 2.7.1or2.7.2, theClientshall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) ofClause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. ObligationsoftheConsultants:

3.1 General

TheConsultantsshallperformthe Servicesandcarryouttheirobligationshereunderwith all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 ConflictofInterests

3.2.1 ConsultantsNottoBenefitfromCommissions,Discounts,etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration inconnection with this Contract orthe Services,and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 ProcurementRulesofFundingAgencies

If the Consultants, as part of the Services, have the responsibility of advising the Clientontheprocurementofgoods,worksorservices,theConsultantsshallcom ply with any applicable procurement guidelines of the funding agencies

and shall at all timesexercisesuchresponsibilityinthebestinterestoftheClient.Anydiscounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 ConsultantsandAffiliatesNottoengageincertainActivities

The Consultants agree that, during the term of this Contract and after itstermination, the Consultants and their affiliates in India, as well as any Sub-consultant and any of its affiliates in India, shall be disqualified from providinggoods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 ProhibitionofConflictingActivities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may bespecified in the SC.

3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or any time after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 InsurancetoBeTakenoutbytheConsultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to takeoutandmaintain,attheir(ortheSub-consultants', asthecasemay be)owncostbuton terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultants'ActionsRequiringClient'sPriorApproval

(a) The Consultant may subcontract any part of the services under this Contract. Subcontracting does not alter the Contractor's obligations and the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed in Appendix C ("KeyPersonnel and Sub-consultants"), and

(c) anyotheractionthatmaybespecifiedintheSC.

3.6 ReportingObligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 DocumentsPreparedbytheConsultantstoBethePropertyoftheClient

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination orexpirationofthisContract,deliverallsuch documentsandsoftware totheClient, together

withadetailedinventory thereof.TheConsultantsmayretainacopyofsuchdocumentsand software.Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 EquipmentandMaterialsFurnishedbytheClient

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client andshallbemarkedaccordingly.UponterminationorexpirationofthisContract,theConsultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwiseinstructed by the Client in writing, shall insure them at the expense of the Client in anamount equal to their replacement value.

4. Consultants'PersonnelandSub-Consultants

4.1 DescriptionofPersonnel

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C.The Key Personnel and Sub-consultants listed by title inAppendix C are hereby approved by the Client.

4.2 Removaland/orReplacementofPersonnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel.If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. ObligationsoftheClient

5.1 AssistanceandExemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions asmaybenecessaryorappropriatefortheprompteffectiveimplementationof the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to

register or obtain any permit to practicetheirprofessionor toestablishthemselveseitherindividuallyorasacorporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 ServicesandFacilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the mannerin which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. PaymenttotheConsultants:

6.1 LumpSumRemuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation,and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Expenses for travel, accommodation and the like for work outside Bengaluru shall be borne by the Client on actuals. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated inClause 6.2ifthePartieshaveagreedtoadditionalpaymentsinaccordancewithClause2.4.

6.2 ContractPrice

TheContractpriceissetforthintheSC.

6.3 PaymentforAdditionalServices

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 TermsandConditionsofPayment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC.Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC.Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoicetothe Clientspecifyingthe amountdue.Thepaymentshall bemade in the Bank Account as given in SC.

7. SettlementofDisputes

7.1 AmicableSettlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 DisputeSettlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot besettledamicablywithinthirty(30)daysafterreceiptbyonePartyoftheotherParty'srequestforsuchamicablesettlementmaybesubmittedbyeitherPartyforsettlementin accordance with the provisions specified in the SC.

III.SPECIALCONDITIONSOFCONTRACT

Number of GC Clause	Amendmentsof,andSupplementsto,ClausesintheGeneralConditionsof Contract

[1.1(h) The Consultants are a single entity. The Member in Charge is not applicable for this Contract.

[1.1 All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

[1.2 The Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Bengaluru shall have exclusive jurisdiction over matters arising out of or relating to this Contract

[1.4 Theaddressesare:

Client:

Office of the Executive Engineer (WWM)
East Division, OMBR GLR,3RD Main Road,
Bhuvanagiri, OBMR Layout,
Banasawadi, Bengaluru-560043

Contact Person:
Designation: _____
_____E-
mail:_____
Phone: _____

Consultants:

_____
_____
_____

ContactPerso
n: Name:
Designation:
E-mail:
Phone: _____

[1.4.2 Noticeshallbedeemedtobeeffectiveasfollows:

(a) inthecaseofpersonaldeliveryorregisteredmail,ondelivery;
(b) inthecaseofe-mail,24hoursfollowingconfirmedtransmission;

[1.6 The Client may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, Chairman, Bangalore Water Supply & Sewerage Board (BWSSB) is the Authorised Representative of the Client. The Client's Authorised Representative shall take all the actions required with respect to theexecution of this Contract.

Consultants shall nominate their authorized representative for execution of this contract through appropriate Power of Attorney or Letter of Authority.

ForttheConsultant: (Name)

(Designation)
(Address)

The Power of Attorney for the Authorized Representative of the Consultants is providedin Annexure G of this Contract.

[1.7.1 The Consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of thiscontractandtheclientshall perform suchduties inregardto the deduction ofsuchtax as may be lawfully imposed.

[2.1 The date on which this Contract shall come into effect isthe date of signing of the Contract (Effective Date)

[2.2 The commencement date shall be within 30(thirty) days of the Effective Date (Commencement Date)

[2.3 The Contract Period hereby granted is for a period of 12 months commencing from the Commencement Date.

The Contract may be extended for a period of 24 months at a time for the completion of downstream work. The decision for the extension shall be at the sole discretion of the Client.

If the Contract is extended beyond the initial 12-month Contract Period, the man-month rate for each resource as per Appendix E shall be revised with an increment of 10% for each year thereof.

[2.5.2(b)shallbereadas

A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrenceofsuchevent, providing evidenceof the natureandcauseofsuch event,and shall similarly give notice of the restoration of normal conditions as soon as possible.

[2.5.2(c) The Parties shall take all reasonable measuresto minimise the consequences of any event of Force Majeure.

[2.5.5 Consultation

Not later than 30 (thirty) days after the Consultants has, as the result of an event ofForce Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken.

[**2.7.1(b)**The Consultants becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary

[2.7.1(e) With respect to Performance of Contract as per Scope of Service and also if the Consultants discontinue to provide service as per the contract.

[2.7.1(f) The Consultants fails to comply with any final decision reached as a result of

dispute Resolution proceedings pursuant to Clause 7.2 hereof;

[2.7.1(g) iftheConsultantssubmittotheClientanystatement,notice,orotherdocument,in written or through email, which has a material effect on the Client's rights, obligations, or interests and which is false in material particulars

[2.7.1(h) if the Consultants have repudiated this Contract or has otherwise expressed an intention not to be bound by this Contract

[2.7.1(i) if any representation made or warranties given the Consultants under this Contract isfound to be false or misleading

[2.7.1(j) if a resolution has been passed by the shareholders of the Consultants for the voluntary winding up of the Consultants' Agency

[2.7.1(k) if the Consultants commit a default in complying with any other provision of this Contractif such default causes a Material Adverse Effect on the Client

[2.7.1(l) iftheConsultantshaveassignedtheirrightsandobligationsunderthisContracttoa Third Party without the written consent of the Client

[2.7.1(m) iftheConsultantsdiscontinuetoprovideserviceaspertheContract.

[2.7.5(b) shallbereadas:

except in the case of termination pursuant to paragraphs (a), (b), and (d) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

[3.1.1 TermsofReference
The scope of services to be performed by the Consultants is specified in the Terms of Reference (the "ToR") at Appendix A of this Contract. The Consultants shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

[3.2.4(c) Atanytime,suchotheractivitiesashavebeenspecifiedintheRFPasConflictof Interest.

[3.4 Consultants shall maintain reasonable professional indemnity insurance as per industry standards in connection with its services and such other insurances as required under applicable laws of India.

[3.5(b) TheotheractionsareasperAppendixAoftheContract

[3.5(c) TheotheractionsareasperAppendixAoftheContract

[3.6 Reporting obligations as defined in Appendix A

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

[3.9 The Consultants shall provide the Client with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Contract in a timely manner.

[3.10 The Consultants shall provide the Client with prompt written notice of any changes in the Consultants' name, ownership, or form of organisation.

[3.11 The Consultant sshall perform the Services and carry out its obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology

and safe and effective equipment, machinery, materials, and methods. The Consultants shall always act, in respect of any

matterrelating tothisContractortothe Services,asa faithfuladvisortothe Client andat alltimessupportandsafeguardtheClient'slegitimateinterests inanydealingswithThird Parties.

[3.12 The Consultant shall maintain a high level of professional ethics during rendering of professional services and will not act in any manner, which is detrimental to the Client's interest and maintain confidentiality on matters disclosed till proper instruction is issued for publication

[3.13 The Consultant shall at its cost, expenses and risk make such financing arrangement as would be necessary to provide the services and to meet all of its obligations under the Contract, in a timely manner, save as otherwise expressly provided under the Contract.

[5.1.(c) The Client shall provide reference / liaison with other Government agencies anddepartments for the Consultant. The Consultant shall be given access to the relevant agencies / departments in order to complete the project successfully.

The Client shall provide the Consultant with copies of all data and reports available and considered relevant to the execution of Consultant's work and liaison with other departments for access of information and data.

[6.2 The amount of Contract is INR _____inclusive of all taxes (amount in words and figures)

If the Contract is extended beyond the initial 12 month Contract Period, the man-month rate for each resource as per Appendix E shall be revised with an increment of 10% for each year thereof.

[6.4 TermsofPayment

Payment to the Consultant shall be made on a monthly basis at the end of every month..The payment will be released on submission of monthly Invoice along with Monthly Progress Report for every month by the consultant

[6.4.1 Thedetailsofthebankaccountare:

AccountNumber	
BankName	
BankAddress	
IFSC	
GST	
PAN	

[6.4.2 Payment to the Consultant shall be made on a periodic basis at the end of every month after the approval of the Monthly Progress Report. Invoices will be due at the end of every month along with submission of the Monthly Progress Report

[6.4.3 ThepaymentscheduleforthecontractPeriodshallbeasfollows–

Month	**Milestone**	**Percentageof TotalFee**	**AmountinINR**
1.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal
2.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal

3.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal

Month	Milestone	Percentageof TotalFee	AmountinINR
4.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal
5.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal
6.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal
7.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal
8.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal
9.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal
10.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal
11.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal
12.	On submission of the Monthly Progress Report	8.33%	Asperfinancial proposal

[6.4.4 The Consultants shall be paid only for those portions of the invoice that are satisfactorily supportedwithsupportingdocuments.Shouldanydiscrepancybefoundtoexistbetween actual payment and costs authorised to be incurred by the Consultants, the Client may addor subtractthe differencefromany subsequentpayments.TheClientshallpay tothe Consultants only the undisputed amount.

PaymentsinrespectoftheServicesshallbemadeasfollows:-

a) TheConsultants shallbepaidfortheirservicesasperthePaymentSchedulesubject to the Consultants fulfilling all conditions as per the Terms of Reference
b) No payment shall be due for the next milestone till the Consultants completes, to the satisfaction of the Client, the work pertaining to the preceding milestone.
c) TheClientshallpaytotheConsultantsonlytheundisputedamount.

[6.4.5 For any work thatmay berequiredfor successfulimplementation /executionof a project, but which is outside the scope of work detailed in **Appendix A**, payment will be made on the basis of cost estimates to be submitted by the Consultants. The rate reasonability of the cost estimates shall be decided by a committee constituted by the Client for this purpose.

[6.4.6 Any expenses towards out-of-pocket expenses such as travel outside Bengaluru for project-related work or for study tours shall be reimbursed as per actuals to the Consultant. The Consultant shall take approval of the Client in this regard beforeincurring the expenditure.

[6.4.7 ChangeinApplicableLaw

If during the period of this Contract, there is any change in the Applicable Laws with respect to leviable taxes and duties which increases or decreases the cost, then the remuneration and reimbursable expenses otherwise

payable to the Consultants under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid contract amount.Any cost arising due to change in Applicable Law shall be borne by the Client.

[6.4.8 TaxDeductedatSource(TDS)

Wherever applicable, taxes shall be deducted at source from the payment to the Consultants at the rates applicable for each in accordance with the relevant Sections of the Income Tax Act.

[6.5 Any amount which the Client has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursedby the Consultants to the Client within 30 (thirty) days after receipt by the Consultants of notice thereof. Any delay by the Consultants in reimbursement by the due date shall attract simple interest of 10% (Ten percent) per annum.

[6.6 PerformanceSecurity

[6.6.1 The Consultants shall furnish the Performance Security in accordance with Clause 8 of Section 2 Information to Consultants of the RFP document.

[6.6.2 The Consultants shall keep the Performance Security valid and enforceable throughout Contract Period. In case the Performance Bank Guarantee provided by the Consultants to the Client is set to expire for any reason whatsoever at any time before 90 days after the date of expiry of the Contract, the Consultants shall renew and provide to the Client renewed Performance Bank Guarantee at least 30 days prior to its date of expiry. Upon any failure on part of the Consultants to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be encashed by the Client without giving any notice to the Consultants or to anyother Party.

[6.6.3 The Performance Security will be discharged by the Client and returned to the Consultants no later than 90 days following the completion of the Consultants' performance obligations under the Contract.

[6.6.4 In the event of any contract amendment, the Consultants shall within 30 days of receiptof such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 90 days after the completion of performance obligations.

[6.6.5 EncashmentandAppropriationofPerformanceSecurity

The Client shall have the right to invoke and appropriate the proceeds of thePerformance Security, in whole or in part, without notice to the Consultants in the event of:

(a) BreachofthisContractorforlevyofPenaltyspecified
(b) TerminationofthisContractbyClientforreasonsotherthaninGC2.7.1(c)
(c) In case the Consultants is not able to deliver the services as envisaged in the Scope of Services as described in Appendix A and Appendix B

[7.2 The rationale of the amicable dispute settlement procedure is to settle the dispute at the lowest possible responsibility level, bringing the individuals concerned face to face. The settlement procedure consists of the two following steps:

(a) Level One: the dispute is to be notified by authorised representative of one Party to the authorised representative of other party. After said notification same shall be referred to the Chairman, BWSSB. Both parties are at liberty to submit pleading and documents regarding said dispute. After hearing

representatives of the both parties, said authority shall examine records submitted by the both Parties if any and conciliate to resolve the

dispute and pass the suitable order according to his/her satisfaction within 15 days from the date of reference. However, said authority for any reason does not do so, time may be extended for another 07 days.

(b) Level Two: Party aggrieved by the order of the Authority at Level-1, is at liberty to approach the authority at Level-2 (Principal Secretary/ Secretary, UDD) within 07 days from the date of issue of order by the authority at level-1.The authority at level-2 shall securerecords includingorder passedat Level-1andafterhearingrepresentativesofthe both parties, said authority at Level-2shall secure examine records submitted by the both parties if any and conciliate to resolve the dispute and pass the suitable order according to his/her satisfaction.

(c) Being aggrieved by the order of level-2 authority, after exhausting of mutual discussion, then the aggrieved parties are at liberty to invoke the clause under the Arbitration and Conciliation Act, 1996 and approach the Arbitration Centre -Karnataka (Domestic and International)Bangalore to settle the dispute through Arbitration as per Government of Karnataka Circular No.LAW 273 L AC 2012(p) dated 10.01.2014. The resulting award shall be final and binding on parties and shall be in lieu of any other remedy.

[7.2.1 SelectionofArbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions & as per the Circular issued by Govt. of Karnataka Vide No LAW 273 L AC 2012(p) dated 10.01.2014:

Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

If any dispute arises between the parties in connection with, or arising out of, theContract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

a. AdditionalChiefEngineer,BWSSBasEmployerrepresentative,

b. The“Consultancy”,and

c. The “Member” third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB’s decision, theneither Party may, within28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

[7.2.2 Rulesof Procedure

a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a

Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

b) ArbitrationproceedingsshallbeheldatBangalore,Karnataka,India
c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.
d) Performanceunderthecontractshallcontinueduringthearbitrationproceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.
e) Any Dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the provisions of Arbitration and Conciliation Act, 1996 and amendments thereof, read with Arbitration Center-Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance withits rules.
f) List of organizations who are considered as appointing authority for appointment of arbitrators
    i. IndianCouncilofArbitration,
    ii. InternationalCentreforAlternativeDisputesResolution(India);
    iii. IndianInstituteofPublicHealthEngineers;
    iv. InstituteofWater Works

[7.2.3 SubstituteArbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

[7.2.4 QualificationsofArbitrators

The sole arbitrator or the third arbitrator appointed pursuant to Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

[7.2.5 Miscellaneous

Inanyarbitrationproceedinghereunder:

(d) proceedingsshall,unlessotherwiseagreedbytheParties,beheldin Bangalore.
(e) theEnglishlanguageshallbetheofficiallanguageforallpurposes
(f) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

[8. FairnessandGoodFaith

[8.1. GoodFaith

The Parties undertake to act in good faith with respect to each other's rights under this Contract andtoadopt allreasonable measures to ensuretherealization of the objectives of this Contract.

[8.2. OperationoftheContract

The Parties recognize that it is impractical in this Contract to provide for every contingencywhichmayariseduringthe lifeoftheContract,andthePartiesherebyagree that it is their intention that this

Contract shall operate fairly as between them, andwithout detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use

their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clauseshall not give rise to a dispute subject to arbitration in accordance with Clause 7.2hereof.

[9 Indemnification

The Consultants shall indemnify, defend and hold the Client, its officers and agents harmless against any and all

(i) Proceedings, actions and Third-Party claims arising out of a breach by the Consultants of any of its obligations under this Contract, except to the extent that any such claim has arisen due to breach by the Consultants of any of its obligations under this Contract or a Force Majeure Event which is a political event.

(ii) Losses resulting from the publication of the contents of the advertisement including claims for libel, violation, privacy, copyright infringement or plagiarism.

(iii) any loss of or damage to any of the Client's property arising out of or in connection with any act, omission, or negligence of the Consultants, its officers, agents, contractors, subcontractors, employees or invitees, unless such loss or damage is caused by or due to the sole negligence or wilful misconduct of the Client.

[10 Assignment

The rights and duties created by this Contract are personal to consultants and accordingly, except as otherwise may be permitted herein, the Consultants shall not directly or indirectly assign directly or indirectly, any interest, right or obligation in this Contract, in whole or in part without the express written consent of the Client. Any such purported assignment without the Client's prior written consent shall constitute a Material Breach, which will entitle the Bangalore Water Supply & Sewerage Board (BWSSB) to cancel the Contract apart from such assignment being null and void ab initio.

[11 Confidentiality

The Consultants and their Personnel shall not, either during the term orany time afterthe expiration or termination of this Contract disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Consultants and their Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any informationrelating to theClient's employees, officers or other professionals or suppliers, customers, or contractors of the Client; and any other information which the Consultants are under an obligation to keep confidential in relation to the Services or this Contract ("Confidential Information"), without the prior written consentoftheClient.Notwithstandingtheaforesaid,theConsultants andtheir Personnel may disclose Confidential Information to the extent that such Confidential Information:

(i) was in the public domain prior to its delivery to the Consultants and their

Personnel or becomes a part of the public knowledge from a source other than the Consultants and their Personnel.

(ii)wasobtainedfromaThirdPartywithnoknowndutytomaintainitsconfidentiality.

(iii)is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure,

the Consultants and their Personnel shall give the Client, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultants or Personnel, as is reasonableunderthe circumstances;provided,however, that the Consultants or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

[12 Waiver

No waiver by a Party of failure or failures by the other Party to this Contract to perform any provision of this Contract shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.

[13 LimitationofLiability

In no circumstance shall Consultants' total liability for any damages under this Contract exceed the Fee paid to the Consultants. Consultants shall not be liable toClient in tort (including negligence), breach of contract, breach of statutory duty or otherwise due to, under and/or arising out of or in connection with this Contract to the extent such loss or damage is consequential, indirect, special or punitive, whether or not Client had been advised of the likelihood of any such loss or damage.

[14 Survival

In the event of any termination of this Contract in whole or in part, the clauses entitled "Indemnification", "Confidentiality", and "Limitation of Liability" shall survive and continue in effect and shall ensure to the benefit of the Client and be binding upon theConsultants, their legal representatives, heirs, successors and assigns.

[15 Severability

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegalor unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegalor unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which maybe substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

[16 Amendments

This Contract and the Appendices together constitute a complete and exclusive understandingofthetermsoftheContractbetweenthePartiesonthesubjectthereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

[17 Counterparts

This Contract may be executed in two counterparts, each of which when executed and delivered shallconstitute anoriginalofthis Contract butshalltogetherconstitute one and only the Contract.

I. APPENDICES

AppendixA:DescriptionoftheServices

[Give detailed descriptions of the Services to be provided; dates for completion of various stages and tasks, place of performance for different stages and tasks; specific stages and tasks to be approvedby Client, etc.]

AsperTermsofReferenceoftheRFP

AppendixB:ReportingRequirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

AsperTermsofReferenceofthe RFP

AppendixC:KeyPersonnelandSub-consultants

[List under: Titles [and names, if already available], detailed job descriptions and minimum qualifications. Experience of Key Personnel to be assigned to work, and staff-months for each.]

To be submitted by the Consultants at the time of Negotiation as per Clause 6 of Section 2Information to Consultants.

AppendixD:ServicesandFacilitiestobeprovidedbytheClient

[Listhereunder:Services,facilitiesandpropertytobemadeavailabletotheConsultantsbytheClient.]

AspertheTermsofReferenceoftheRFP.

AppendixE:BreakdownofContractPriceinIndianRupees

[ListheretheelementsofcostusedtoarriveatthebreakdownoftheContractPrice.

Thisappendixwillexclusivelybeusedfordeterminingremunerationforadditionalservices.]

AppendixF:FormofGuaranteeforPerformanceSecurity(ProformaBankGuarantee)

(TobestampedinaccordancewithApplicableStampAct,ifany)

To
Office of the Executive Engineer (WWM)
East Division, OMBR GLR,3RD Main Road,
Bhuvanagiri, OBMR Layout,
Banasawadi, Bengaluru-560043

WHEREASM/s.....[NameandaddressofConsultants]hereinaftercalled "theConsultants")hasundertaken,inpursuanceofContractNo.....dated .....toprovidetheservicesontermsandconditionssetforthinthisContractfor**"Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB."**(hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

ANDWHEREASwehaveagreedtogivetheConsultantssuchaBankGuarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of INR ..... [Amount of Guarantee] ..... [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument,anysumorsumswithinthelimitsofINR
.....
[AmountofGuarantee]
as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitutionof the Consultants or of the Bank.

Notwithstandinganythingcontainedhereinbefore,ourliabilityunderthisguaranteeisrestrictedto INR.....(Rupees.....)andtheguaranteeshallremainvalidtill .....Unlessaclaimorademandinwritingismadeuponusonorbefore.....all ourliabilityunderthisguaranteeshallcease.

Thisguaranteeshallbevaliduntil180daysfromthedateofexpiryoftheContractPerio

d. Signature and Seal of the Guarantor.....In presence of

NameandDesignation
(Name,Signature&Occupation)

Name of the Bank
Address

(Name&Occupation)
Date.....

AppendixG:PowerofAttorneySubmittedbyConsultants
[Tobeaddedinthefinalcontract]

AppendixH:TechnicalPresentationsubmittedbyConsultants

[Tobeaddedinthefinalcontract]

AppendixI:LetterofAwardIssuedbyClient

[Tobeaddedinthefinalcontract]

BILL OF QUANTITIES

SCHEDULE-B

Work of Project Management Consultants for the Assessment of Feasibility for Energy Optimization of 15 STPs of BWSSB.

Sl. No.	Description	Unit	Qty in Months	Rate
1	Remuneration of Key Professional Staff (A) Project Management Expert – 1 Person (Process Engineer – 1 Person) Master's Degree in Electrical/Mechanical Engineering or equivalent, and/or MBA in Finance or Master's in Infrastructure Management, with experience in water/wastewater advisory project delivery Minimum 5 years of relevant work experience) -1 Process Engineer	Nos	12	
2	Project Management Expert – 2 (Energy Expert – 1 Person) Bachelor's Degree in Civil/Environmental or equivalent, or a related experience of process optimization/design related to water/wastewater treatment Minimum 3 years of work experience)	Nos	12	
3	Project Management Expert – 3 (Data Analyst – 1 Person) Bachelor's Degree in Civil/Environmental or equivalent, or a related experience of process optimization/design related to water/wastewater treatment Minimum 3years of work experience)	Nos	12	
4	Office Boy/Attender (B) – 1 Person	Nos	12	
5	Transportation (C)	Nos	12	
6	Report and Documentation– 3 sets in each stage	Lumpsum	1	
Note:-				

(1) All the works should be carried out as per KPWD Hand Book and as per the specifications of the Division and as directed by the Engineer in Charge.
(2) The Board reserves the right to bifurcate the work and entrust if warranted and if found expeditious and advantageous to the Board at the lowest approved rate.
(3) Royalty/ WCT/ IT/ SD and any other Taxes as per the rules will be recovered from the bills.
(4) Rates should be quoted by the contractor on **ITEM WAR BASIS** both in figures and words with Excluding of Tax+